



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

80 East Jackson Boulevard, Chicago, Illinois 60604, Telephone 312/427-4900

RECORDATION NO. 8066-B
FILE 1423

MAY 5 - 1983 10 35 AM
INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

May 4, 1983

3-125A012

No. MAY 5 1983

Date

Fee \$ 10.00

RECEIVED
MAY 5 10 29 AM '83
I.C.C.
FEE OPERATION BR.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D. C. 20423

ICC Washington, D. C.

Re: Assignment of Lease dated as of May 1, 1983

Dear Ms. Mergenovich:

Enclosed are five executed counterparts of Assignment of Lease dated as of May 1, 1983, between Railbox Company, 101 North Wacker Drive, Chicago, Illinois 60606, Assignor, and The Atchison, Topeka and Santa Fe Railway Company (ATSF), 80 East Jackson Boulevard, Chicago, Illinois 60604, Assignee.

The equipment covered by this Assignment consists of:

977 50' 6" 70-ton capacity, general service boxcars, AAR mechanical designation XM. The road numbers of the boxcars forthwith shall be changed as follows:

From: Assignor's
Identifying
Numbers (All
Sets Inclusive)

To: Assignee's
Identifying
Numbers (All
Sets Inclusive)

RBOX 12000 - 12085
12087 - 12103
12105 - 12207
12209 - 12216
12218 - 12256
12258 - 12272
12274 - 12304
12306 - 12319
12321 - 12343
15676 - 15702
15704 - 15707
15709 - 15739

ATSF 51000 - 51976

Counterpart

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Milton E. Nelson, Jr.
General Counsel
The Atchison, Topeka & Santa Fe
Railway Company
80 East Jackson Boulevard
Chicago, Illinois 60604

May 5, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/5/83 at 10:35AM, and assigned recordation number(s). 8066-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 8066-B FILED 1455

MAY 5 - 1983 - 10 35 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of May 1, 1983

Between

RAILBOX COMPANY, Assignor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, Assignee

Covering

977 50' 6" 70-ton Capacity
General Service Box Cars

ASSIGNMENT OF LEASE, dated as of May 1, 1983 (hereinafter called this Assignment), by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of September 1, 1975 (hereinafter called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of September 1, 1975, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of September 1, 1975 (hereinafter called the Guaranty), between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease;

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, the Assignee has made to Mercantile-Safe Deposit and Trust Company (hereinafter called the Vendor) the rental and casualty payments payable on May 1, 1983, as required by Section 3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in subparagraph A of the first paragraph of § 10 thereof;

WHEREAS, § 16 of the Lease provides that if the Assignee shall make any payments to the Owner, the Owner-Trustee or the Vendor on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default, then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment subject thereto and described in Exhibit A hereto (hereinafter called the Units); and

WHEREAS, the Assignee has made such a written request to the Assignor.

NOW, THEREFORE, in consideration of the payments made and to be made by Assignee and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the Assignor forthwith shall convey, transfer or assign to the

Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder; provided, however, that such assumptin shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor. Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may, together with the Owner-Trustee, enter into a new lease of the Units in substantially the same form as the form of the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto; provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner the Assignee's rights of recovery from the Assignor as set forth in the last paragraph of § 16 of the Lease.

3. Possession and Remarking of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and, upon the request of the Assignee, shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges therefor are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement and Assignor may have with a party or parties in possession of such Unit, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, upon obtaining possession thereof, shall cause each Unit to be renumbered with its identifying numbers as set forth in Exhibit A hereto.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated from any railroad on account of its possession of any Unit from and after May 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. State Property Taxes. So long as any Units bear the identification symbols of the Assignor, Assignee agrees to reimburse Assignor for state property taxes imposed upon Assignor for the Units after the date of this Agreement, as reflected in Assignor's Account 532 for the current year and as determined in this paragraph. Such taxes shall be prorated for each state on a monthly basis. Assignor's total yearly state property tax for railroad equipment shall be divided by twelve, representing a level monthly increment of Assignor's tax. Assignee's pro rata share of each monthly tax increment shall be the product arrived at by multiplying the monthly tax increment by a monthly fraction determined as follows: the numerator shall be the total number of Units assigned which, on the first day of the month which is to be prorated, remains marked with the identification symbols of the Assignor, and the denominator shall be a sum existing on the first day of the month which is to be prorated of the Assignor's railroad equipment and the numerator. In order to facilitate calculation of the tax, Assignee agrees to report monthly to Assignor the number of Units remaining marked with the identification symbols of the Assignor on the first day of each month of the year. The Assignor shall, with respect to the Units, retain the right to contest, in its own name and at its own expense, any state property tax imposed upon the Assignor as a result of any of the Units bearing the identification markings of the Assignor.

6. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of September 1, 1975 (hereinafter called the Lease Assignment), between the Owner-Trustee and the Vendor, or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

7. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties hereto in respect of the matters covered hereby.

8. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

9. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

10. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

11. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act).

12. Forwarding of Notices, Etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of § 19 of the Lease, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall specify.

13. Recordation. Immediately after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

[CORPORATE SEAL]
Attest:

RAILBOX COMPANY

V. D. Marion
Assistant Secretary

By

R. E. Zimmerman

[CORPORATE SEAL]
Attest:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

T. M. McGovern

By

J. C. Cunn

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 3RD day of MAY, 1983, before me personally appeared R.E. Zimmerman, to me personally known who, being by me duly sworn, says that he is TREASURER of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Carole H. Frey
Notary Public

[Notarial Seal]
My Commission expires: MY COMMISSION EXPIRES
AUGUST 29, 1984

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 2nd day of May, 1983, before me personally appeared Lawrence Cena, to me personally known who, being by me duly sworn, says that he is President and Chief Executive Officer of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

E. H. Arquin
Notary Public

[Notarial Seal]
My Commission expires:
FEBRUARY 2, 1985

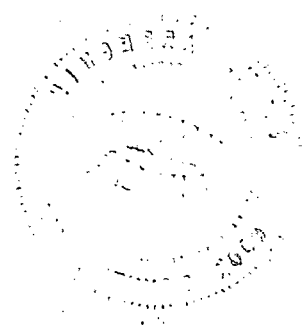
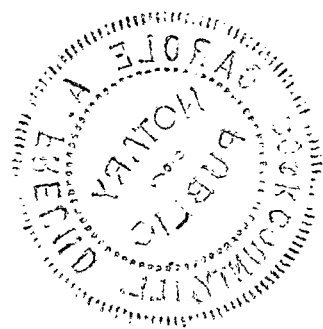


EXHIBIT A

Type	AAR Mechanical Designation	Quantity	Assignor's		Assignee's	
			Identifying Numbers (All Sets Inclusive)		Identifying Numbers (All Sets Inclusive)	
50' 6", 70-ton capacity, general ser- vice box car	XM	977	RBOX		ATSF 51000 - 51976	
			12000 - 12085			
			12087 - 12103			
			12105 - 12207			
			12209 - 12216			
			12218 - 12256			
			12258 - 12272			
			12274 - 12304			
			12306 - 12319			
			12321 - 12343			
			15676 - 15702			
			15704 - 15707			
			15709 - 15739			
			15741 - 15774			
			15776 - 15828			
			15830 - 15859			
			15861 - 15911			
			15913 - 15939			
			15941 - 15981			
			15983 - 16061			
			18024 - 18085			
			18087			
			18089 - 18131			
			18133 - 18244			
			18246 - 18267			
			18269 - 18275			
			18277 - 18293			